

APPENDIX A

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This SETTLEMENT AGREEMENT AND MUTUAL RELEASES (“Settlement Agreement”), dated for purposes of reference as March 26, 2004, is entered into by, between and among the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“MTA”), the LOS ANGELES TO PASADENA METRO BLUE LINE CONSTRUCTION AUTHORITY (“Authority”), and the CITY OF SOUTH PASADENA (“City/Applicant”), henceforth, collectively, the “Parties”.

RECITALS

A. WHEREAS, MTA was initially responsible for the design, construction and operation of a light rail transit system planned to operate between Union Station, in the City of Los Angeles, through the City of South Pasadena and to the City of Pasadena, commonly referred to as the Metro Blue Line Pasadena Project; and,

B. WHEREAS, the California Legislature determined it was appropriate to shift responsibility for the Metro Blue Line Project to the Authority and did so by adopting Senate Bill 1847, effective January 1, 1999, which established the Authority, transferred responsibility for the design and construction of Phase I of the Project, running from Union Station to Sierra Madre Station in the City of Pasadena, from the MTA to the Authority, while retaining the MTA as the legal Operator of the final constructed mass transit guideway; and

C. WHEREAS, the Authority entered into several agreements with the MTA, including the Property Trust and Master Cooperative Agreements, as was also required under SB 1847; and

D. WHEREAS, the MTA renamed the Pasadena Metro Blue Line Project to become the Metro Gold Line Project (“Project”); and

E. **WHEREAS**, the Authority awarded a design/build contract to accomplish completion of the design and construction of the Project; and

F. **WHEREAS**, during the Spring of 2003 the Authority advised MTA that it believed the Project was substantially complete and MTA could begin testing its P2000 Light Rail Vehicles (LRV) on the Project, which required use of the entire right of way between Union Station and the Sierra Madre Villa Station, for the purpose of ensuring that the system could be safely operated for revenue purposes; and,

G. **WHEREAS**, on July 26, 2003, after several months of testing of MTA's LRVs along the Project alignment, MTA and Authority jointly announced the opening of the Project; and

H. **WHEREAS**, certain disputes have arisen among the Parties concerning the Authority's design and construction and the MTA's operation of the Project, with regard to the issues of noise and vibration allegedly emanating from the Project; and,

I. **WHEREAS**, on or about the dates set forth below, Applicants commenced several actions ("Actions") before the California Public Utilities Commission ("CPUC") against MTA, by filing copies of three applications for either waiver of CPUC Rules and Regulations or the approval of a City ordinance directed at the operation of the Project and serving copies of such filings on both the MTA and Authority. Each of the applications is briefly described below:

1. In Application 03-01-013, accepted for filing as of January 16, 2003, PAMRC raised a broad range of concerns about the operation of Gold Line trains through the City of South Pasadena.¹

2. In Application 03-07-049, accepted for filing as of July 25, 2003, PAMRC and the City of South Pasadena seek an exemption from Section

¹ By an Administrative Law Judge's ("ALJ") Ruling on Preliminary Legal Issues, issued June 30, 2003, ALJ Simon limited the scope of the proceeding to "PAMRC's request for a variance from GO [General Order] 143-B, seeking to establish a 'no-horn zone' for Gold Line trains in South Pasadena (of which PAMRC's request for a 20 miles per hour speed limit was a subsidiary part)." See, ALJ's Revised Scoping Memo and Ruling of Assigned Commissioner, issued October 20, 2003, at 3.

7.8 of the CPUC's GO 75-C, which sets regulations for the protection of at-grade railroad crossings of roads, highways and streets throughout the State of California.²

3. In Application 03-07-050, accepted for filing as of July 25, 2003, the City of South Pasadena seeks CPUC approval of the "limitation of train speeds while crossing any intersection within the City of South Pasadena as detailed in [the City's] Ordinance 2121."³

Each of the applications set forth above are currently set for hearing before the ALJ during the week of April 12, 2004 at CPUC Headquarters in San Francisco, California; and

J. WHEREAS, on or about September 5, 2003 the Authority received a Notice of Dispute (the "Dispute Notice") from City, pursuant to Section 5.1 of that certain Master Cooperative Agreement (MCA) between Authority and City dated August 15, 2000, alleging that the noise and vibration caused by operation of transit vehicles on the Gold Line violates City Standards and therefore constitutes a breach of the MCA and City has also considered on several occasions to commence litigation against Authority and its contractor, based on alleged violations of the design build contract for the Gold Line; and

K. WHEREAS, MTA believes that it has various affirmative defenses, counter-claims and actions against applicants, with regard to its role as operator of the Gold Line and certain indemnities from the Authority as regards the matters discussed herein; and

² Applicants seek an exemption from Section 7.8 of GO 75-C to allow operation of grade crossing gates without the accompanying audible warning bell, "subject to all appropriate supplemental safety devices and speed limitations." In the alternative, if a complete exemption is not appropriate, Applicants request "that the audible device not be active after the gates approach or reach the horizontal position."

³ Ordinance 2121, adopted July 24, 2003, purports to mandate a "no horn zone," declaring it unlawful and "a public nuisance" for any rail carrier operator "to blow, ring, or otherwise activate . . . any whistle, horn or other device designed and intended primarily to make noise, except in defined emergencies, at any grade crossing protected by safety gates or in excess of specified decibel and duration limits." Ordinance 2121 also purports to declare it unlawful and "a public nuisance" for any rail carrier operator to operate its equipment at a speed greater than 20 miles per hour "while any part of the train is crossing any street or intersection in the City." It is only the speed limit for which the City seeks Commission approval, pursuant to PU Code Section 7658, which bars the validity of such an ordinance "unless that ordinance has been approved by the commission."

L. WHEREAS, Authority believes that it has various affirmative defenses, counter-claims and actions against Applicants, with regard to its role as designer and builder of the Gold Line; and

M. WHEREAS, the Parties have reached an agreement and desire now to compromise, settle and dispose of all their disputes, issues and claims related to the Recitals in Paragraphs A through L above, on the terms set forth herein below:

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Settlement Agreement by reference and made a part hereof, mutual agreements, covenants and conditions set forth below, the adequacy of which are hereby acknowledged, MTA, Authority, and City hereby covenant, promise and agree as follows:

1. Except as provided in paragraph 5 herein, the MTA, for itself and its affiliates, successors and assigns, does hereby forever release, acquit and discharge Authority and City and all of their predecessors, successors, subsidiaries, owners, directors, stockholders, officers, agents, members, servants, employees, attorneys, sureties and consultants, and each of them, of and from any and all claims, rights, actions, causes of action, suits, damages, demands, agreements, promises, covenants, contracts, liabilities, debts, controversies, costs and expenses of any type whatsoever, whether based on contract, tort, statute or otherwise, whether contingent or fixed, liquidated or unliquidated, asserted or unasserted, that the MTA ever had, now has or may hereafter have, whether known or unknown, arising out of, or in any way related to, or based upon any allegation in the applications discussed in Recital I and the disputes discussed in Recital J.

2. Except as provided in paragraph 5 herein, the Authority for itself and its affiliates, successors and assigns, does hereby forever release, acquit and discharge

the MTA and City and all of their predecessors, successors, subsidiaries, owners, directors, stockholders, officers, agents, members, servants, employees, attorneys, sureties and consultants, and each of them, of and from any and all claims, rights, actions, causes of action, suits, damages, demands, agreements, promises, covenants, contracts, liabilities, debts, controversies, costs and expenses of any type whatsoever, whether based on contract, tort, statute or otherwise, whether contingent or fixed, liquidated or unliquidated, asserted or unasserted, that Authority ever had, now has or may hereafter have, whether known or unknown, arising out of, or in any way related to, or based upon any allegation in the applications discussed in Recital I and the disputes discussed in Recital J.

3. Except as provided in paragraph 5 herein, the City for itself and its affiliates, successors and assigns, does hereby forever release, acquit and discharge the MTA and Authority and all of their predecessors, successors, subsidiaries, owners, directors, stockholders, officers, agents, members, servants, employees, attorneys, sureties and consultants, contractors, subcontractors, and their sureties, and each of them, of and from any and all claims, rights, actions, causes of action, suits, damages, demands, agreements, promises, covenants, contracts, liabilities, debts, controversies, costs and expenses of any type whatsoever, whether based on contract, tort, statute or otherwise, whether contingent or fixed, liquidated or unliquidated, asserted or unasserted, that City ever had, now has or may hereafter have, whether known or unknown, arising out of, or in any way related to, or based upon any allegation in the applications discussed in Recital I and the disputes discussed in Recital J.

4. [Not used.]

5. Under the terms of this Settlement Agreement, the Parties have agreed to the following actions:

a. **MTA agrees as follows:**

1) MTA's current operational directives for Phase I of the Gold Line calls for two soundings of the "quacker" low horn as trains approach

each crossing. MTA will continue to operate in the manner it determines is most appropriate for public safety and the safety of its employees, until and unless the CPUC, or any other State or Federal regulatory body that has been authorized to oversee operations on the Gold Line, directs MTA to modify its current operational directives.

2) MTA will install two additional sets of rail lubricators, of the same type as are currently installed in or around the Southwest Museum station area, at Orange Grove and Mound Avenues.

3) MTA will not oppose any action taken by the City of South Pasadena, at its sole expense, to seek CPUC approval to silence the remaining crossing bells in the City. City will have to provide sufficient evidence to the CPUC, MTA and Authority that any proposal they offer will insure public and operator safety at these particular crossings.

4) MTA agrees that if the City is interested in conducting a CPUC directed safety study on the subject of silencing crossing bells and horns between the hours of 10:00 p.m. and 6:00 a.m., MTA would participate in a CPUC controlled study with the City and the Authority to be conducted within the City of South Pasadena.

The City of South Pasadena shall be responsible for identifying and obtaining the full cost of and conducting the study, as well as implementing the resulting design and approval process, equipment installation and construction costs. The City shall not look to the MTA or Authority for any portion of the funding for the study, any resulting design and approval process, equipment installation and construction costs and shall not seek

funding from any source in which the City and MTA or Authority would be in competition for the same funds for transportation related purposes.

Neither the MTA nor Authority will be responsible for the implementation of any portion of this project.

MTA anticipates that this project would require approximately 18 months and the time would begin once CPUC approval is obtained. CPUC approval would necessarily include the proposed design concepts and testing protocols.

Such a study will require at least three phases: 1) design phase which will require the CPUC, Construction Authority and MTA to review proposed plans and designs for supplemental or replacement safety devices; 2) installation and operation phase, in which CPUC approved designs are constructed and MTA operates the Gold Line with the designs in place for a sufficient period of time to test their effectiveness and 3) review and analysis phase, where all parties have an opportunity to comment upon the CPUC directed study after the City has presented the project's findings. Only upon completion of a successful test period and after securing CPUC approval, would MTA be in a position to agree to the permanent installation of any of the supplemental safety devices in conjunction with the operation of the Gold Line. The City will be solely responsible for the final cost of the project. MTA must insure that, regardless of the results of the study, its operational and safety responsibilities and needs will be met. Therefore, upon completion of the study, MTA's agreement must be obtained by the

City and the Authority for any proposed changes to the operations of the Gold Line, MTA's real and personal property, as well as for any Project equipment the City and Authority may wish to install, modify or remove for the purpose of reducing noise within the boundaries of the City.

MTA agrees the study should include two crossings: one "busy" and one "residential" crossing. All of the parties would mutually agree on the selection of the two crossings, which may not include Pasadena Avenue-Monterey Road. Use of two different types of crossings will permit the study to determine the effect of proposed supplemental safety devices at the two types of crossings in the City.

The MTA also agrees to work with the Authority and City in support of a City decision to reduce the number of Gold Line crossings in the City through closure of local residential streets. Closure of a local street would result in elimination of access across the tracks, abandonment of the portion of the street under the rail right-of-way; transfer of the abandoned property to MTA and fencing of the new portion of the Gold Line Right-of-way.

5) MTA agrees, subject to City fully meeting all of its agreements, duties, responsibilities and obligations under this Settlement Agreement, to waive any and all claims and or demands for attorney's fees and costs, relating to those current CPUC applications described in Recital I., as against the Authority and City.

b. Authority agrees as follows:

1) Additional sound walls, as identified in Attachment 1 to this Settlement Agreement, to meet Environmental Criteria based on the results of current sound testing will be provided for out of Project Funds. Other sound walls can be provided from the City's Share of Surplus Revenues. Landscaping of sound walls would be provided in a similar manner.

2) Clear Plexiglas sound wall extensions that are required to meet Environmental Criteria to be provided from Project Funds, if the City agrees to maintain them and MTA and CPUC approve their use. Other extensions to be provided from City's Share of Surplus Revenues subject to the above conditions.

3) Additional sound insulation to affected structures, required to meet Environmental Criteria, as identified in Attachment 1 to this Settlement Agreement, to be provided from Project Funds.

4) Privacy screens to be provided from Project Funds for the purpose of screening views from trains into private residences based upon mutual agreement between the City, property owners, and the Authority.

5) Calibrated and lowered bells meeting CPUC minimum noise standards to be provided at all crossings within City from Project Funds subject to MTA and CPUC approval.

6) Noise shrouds to be provided at all crossings within City subject to MTA and CPUC approval from Project Funds.

7) Crossing gates on the northwest side of the rail lines at Mission Street and Meridian Avenue will be relocated by the Authority to operate in a manner parallel to the right of way, from Project Funds, subject to MTA and CPUC approval.

8) Quad gates at Glendon Way would be installed subject to MTA and CPUC approval from City's Share of Surplus Revenue.

9) Decorative treatments around the TPSS station, subject to MTA approval, to be provided from the City's Share of Surplus Revenue.

10) Construction Authority will work with the City to develop and fund a "Purchase/Sale" program to purchase homes, subject to owner request, for those properties where noise cannot be mitigated to meet Environmental Criteria.

11) For purposes of this Settlement Agreement, City's "Share of Surplus Revenue" shall mean funds, if any, received by City pursuant to Resolution 2003-R-06 of the Authority board, as it now exists or may subsequently be amended; "Project Funds" shall mean those funds that are part of the current base Project budget for Authority's Arroyo Seco design/build Project; and "Environmental Criteria" shall mean those Project noise guidelines described in SEIR Addendum #3 for the LA to Pasadena Metro Blue Line, dated September 2000.

12) Authority agrees, subject to City fully meeting all of its agreements, duties, responsibilities and obligations under this settlement and release agreement, to waive any and all claims and or demands for

attorney's fees and costs, relating to those current CPUC applications described in Recital I., and the Notice of Dispute described in Recital J., as against the City and MTA .

c. City agrees as follows:

1) Within thirty (30) days of approval of this Settlement Agreement by the CPUC, if Application Nos. 03-07-050 and 03-07-049 have not been closed, to file and pursue a motion with the CPUC to close such proceedings with prejudice as against MTA and Authority, and to provide a copy of such motion as filed to both MTA and Authority.

2) Within thirty (30) days of approval of this Settlement Agreement by the CPUC, to rescind Ordinance 2121, adopted by the City Council on July 24, 2003, which relates to the MTA's Operation of the Gold Line. Failure of the City to comply with this condition shall act to release and free MTA and Authority from each and every obligation and duty under this Settlement Agreement.

3) To immediately withdraw or cancel, with prejudice, its Notice of Dispute filed with the Authority and described in Recital J.

4) To assist MTA and the Authority in the implementation of those items identified in Sections 5,a, and 5,b, above.

5) City agrees, at its sole cost and expense, to install any supplemental safety device or system required as a result of the CPUC's decision to modify any of its rules and regulations affecting public safety, which may arise from the set of applications described in Recital I, which

are currently before the CPUC, in accordance with any CPUC sponsored study as described in Section 5, a, (3) and Section 5, a, (4) above.

6) City agrees, subject to MTA and Authority fully meeting all of their agreements, duties, responsibilities and obligations under this Settlement Agreement, to waive any and all claims and or demands for attorney's fees and costs, relating to that certain Notice of dispute as described in Recital J. above, and to those current CPUC applications described in Recital I, as against the MTA and Authority.

6. The Parties specifically reserve and exclude from the releases set forth in paragraphs 1 through 3 any claim, cause of action, or right, based on or arising out of any promise, right or duty created by this Settlement Agreement.

7. The Parties hereto agree and acknowledge that, except as reserved in paragraph 5, the releases in paragraphs 1 through 3 extend to all claims of every nature and kind, known or unknown, suspected or unsuspected, discovered or undiscovered, and the Parties hereto hereby waive all rights under Section 1542 of the Civil Code of California, and any similar provisions under any laws of any other state or the United States, pertaining to waivers of unknown or unsuspected claims. Section 1542 of the Civil Code of the State of California provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

8. Each party hereto acknowledges that it may hereafter discover facts different from or in addition to those it now believes to be true with respect to the claims, causes of action, rights or obligations, debts, costs, liabilities, accounts, liens, damages, losses and expenses herein released and agrees that this Settlement Agreement and the releases contained herein shall nevertheless remain in effect as a release as to all such matters.

9. Following execution by the Parties of this Settlement Agreement, the Parties shall promptly file a motion with the CPUC for approval of this Settlement Agreement. City agrees it will take no action in furtherance of the applications, Notice of Dispute and any related issues arising out of or a part of the applications, notice, and disputes described in Recitals I and J, respectively. Except for the actions required of the Parties and described in the preceding two sentences of this paragraph, this Settlement Agreement shall have no force and effect, unless and until, approved by the CPUC.

10. Each party hereto agrees to bear its own attorneys' fees and costs incurred with regard to the Actions in connection with the prosecution, defense and settlement of the claims settled herein.

11. The Parties agree that to the extent permitted by law, they will treat the terms of this Settlement Agreement as confidential and agree to issue a neutral joint press release stating the Parties have settled their disputes.

12. The Parties hereto agree to execute such other and further documents as may be reasonably necessary to implement this Settlement Agreement.

13. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

14. This Settlement Agreement, and its Attachment 1, embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and supersedes any and all prior discussions, representations, agreements or understandings of the Parties with respect thereto, whether written or oral. In the execution

and entry into this Settlement Agreement and the making of this settlement, no party hereto is relying upon any representation of any other party hereto not expressly set forth herein. This Settlement Agreement may not be modified or amended except in a written document signed by all Parties hereto.

15. Nothing in this Settlement Agreement shall in any manner, for any purpose or under any circumstances be deemed to be, or be construed by any person as, an admission, acknowledgment or concession of any liability of any party hereto. The Parties hereto are entering into this Settlement Agreement solely to receive the benefits provided hereunder and to avoid the costs of further administrative proceedings and/or litigation.

16. This Settlement Agreement is entered into freely and voluntarily by the Parties hereto, each of which has been represented by counsel of their choice and received the advice and representation of counsel in connection with this Settlement Agreement.

17. This Settlement Agreement shall be construed as if drafted by all of the Parties hereto, with assistance from their respective counsel, and no inference shall be drawn for or against any party because of its role in the drafting of any provision of this Settlement Agreement.

18. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original, and, when taken together with other signed counterparts, shall constitute one agreement, binding on all Parties.

19. Each party hereto represents and warrants as follows, and each agrees that such representations and warranties are continuing and will survive the date of this Settlement Agreement:

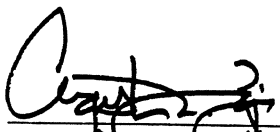
a. Each party hereto has the full power and authority to execute and deliver this Settlement Agreement on its behalf and to carry out the provisions of this Settlement Agreement.

b. This Settlement Agreement constitutes a lawful, valid and binding obligation. The execution and delivery of this Settlement Agreement by each party hereto does not violate and is not prohibited by any agreement or undertaking to which it is a party.

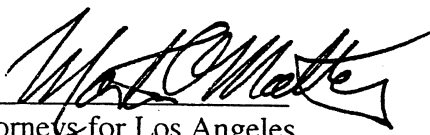
c. No party hereto has transferred, assigned or purported to transfer or assign, any claim, right, cause of action or other matter that is being released in this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the day and year first above written.

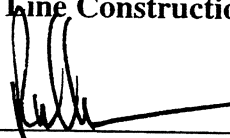
**Los Angeles County
Metropolitan Transportation**

By 
Name: Alexander M. Zuniga
Title: Principal Dep. County Counsel

Approved as to Form:

By 
Attorneys for Los Angeles
County Metropolitan
Transportation Authority

**Los Angeles to Pasadena Metro
Blue Line Construction Authority**

By 
Rick Thorpe
CEO for Phase I Closeout

Approved as to Form:

By _____
General Counsel
Attorneys for Los Angeles to
Pasadena Metro Blue Line
Construction Authority

City of South Pasadena

Approved as to Form:

By _____
Name: _____
Title: _____

By _____
City Attorney
City of South Pasadena

b. This Settlement Agreement constitutes a lawful, valid and binding obligation. The execution and delivery of this Settlement Agreement by each party hereto does not violate and is not prohibited by any agreement or undertaking to which it is a party.

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**Los Angeles County
Metropolitan Transportation**

Approved as to Form:

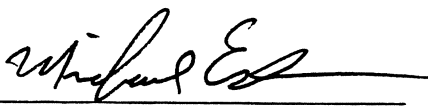
By _____
Name: _____
Title: _____

By _____
Attorneys for Los Angeles
County Metropolitan
Transportation Authority

**Los Angeles to Pasadena Metro
Blue Line Construction Authority**

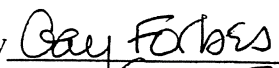
Approved as to Form:


By _____
Rick Thorpe
CEO for Phase I Closeout

By  _____
General Counsel
Attorneys for Los Angeles to
Pasadena Metro Blue Line
Construction Authority

City of South Pasadena

Approved as to Form:

By  _____
Name: Gay Forbes
Title: Acting City Manager

By  _____
City Attorney SPECIAL COUNSEL
City of South Pasadena

b. This Settlement Agreement constitutes a lawful, valid and binding obligation. The execution and delivery of this Settlement Agreement by each party hereto does not violate and is not prohibited by any agreement or undertaking to which it is a party.

c. No party hereto has transferred, assigned or purported to transfer or assign, any claim, right, cause of action or other matter that is being released in this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the day and year first above written.

**Los Angeles County
Metropolitan Transportation**

Approved as to Form:

By _____
Name: _____
Title: _____

By _____
Attorneys for Los Angeles
County Metropolitan
Transportation Authority

**Los Angeles to Pasadena Metro
Blue Line Construction Authority**

Approved as to Form:

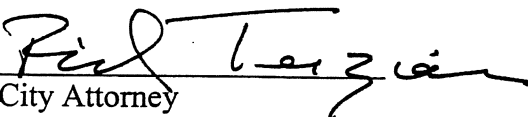
By _____
Rick Thorpe
CEO for Phase I Closeout

By _____
General Counsel
Attorneys for Los Angeles to
Pasadena Metro Blue Line
Construction Authority

City of South Pasadena

Approved as to Form:

By _____
Name: _____
Title: _____

By 
Asst City Attorney
City of South Pasadena

Attachment 1
EXISTING, RECOMMENDED, AND SUPPLEMENTARY (CITY) NOISE
MITIGATION

Segment	Track	Station		Length	Height	Priority
		Start	End			
SOUND WALLS						
Existing						
S. Pas - Arroyo Verde	SB	416.00	420.50	450	6	
S. Pas - Arroyo Verde	NB	419.00	421.50	250	6	
Arroyo Verde-PAMRC	NB	437.00	437.50	50	6	
Orange Grove-El Centro	SB	466.25	467.20	95	6	
Orange Grove-El Centro	SB	470.00	471.50	150	6	
Orange Grove-El Centro	NB	466.00	474.99	899	6	
Hope-Fairview	SB	488.20	490.00	180	6	
Hope-Fairview	NB	488.50	490.00	150	6	
Fairview-Magnolia	SB	491.40	493.20	180	6	
Fairview-Magnolia	NB	491.40	493.20	180	6	
Magnolia-Fremont	SB	494.20	498.00	380	6	
Magnolia-Fremont	NB	494.20	498.50	430	6	
N. of Fremont	NB	494.80	498.50	<u>370</u>	6	
Total				3,764		

Sound Walls to be Provided by Authority from Project Funds

PAMRC-Indiana	NB	443.50	449.00	550	6	
Fairview	NB	490.00	491.40	140	6	
Fairview	SB	490.00	491.40	140	6	
Magnolia	NB	493.20	494.20	100	6	
Magnolia	SB	493.20	494.20	<u>100</u>	6	
Total				1,030		

Sound Walls that may be provided by South Pasadena from Surplus Funds

Arroyo Verde-PAMRC	NB	422.00	437.00	1,500	8	3
PAMRC-Indiana	SB	450.00	454.00	400	6	1
PAMRC-Indiana	NB	449.00	454.00	500	6	3
Indiana-Orange Grove	SB	454.50	465.00	1,050	6	1
Indiana-Orange Grove	NB	454.50	465.00	1,050	6	3
Orange Grove-El Centro	SB	467.25	470.00	<u>275</u>	6	2
Total				4,775		

SOUND ABSORPTION

Sound Absorption that may be provided by South Pasadena from Surplus Funds

Orange Grove-El Centro	NB	466.00	474.99	899	6	2
Hope-Fremont	SB	488.20	498.00	980	6	1
Hope-Fremont	NB	488.50	498.50	<u>1,000</u>	6	1
				2,879		

Segment	Address	Track	# of Windows	Minimum Quality
SOUND INSULATION				
Sound Insulation to be Provided by Authority from Project Funds				
Arroyo Verde-PAMRC	226-230 Monterey	NB	6	STC 26
Indiana-Orange Grove	1107 Orange Grove	NB	5	STC 26
Orange Grove-El Centrol	1104 Orange Grove	NB	2	STC 26
Hope-Fairview	1030 Hope	NB	5	STC 26
Fairview-Magnolia	704 Fairview	SB	3	STC 26
Fairview-Magnolia	1103 Magnlia	SB	1	STC 26
Magnolia-Fremont	710 Grevelia	SB	<u>3</u>	STC 26
Total # Windows			25	

(END OF ATTACHMENT 1)

(END OF APPENDIX A)

**APPENDIX B
LIST OF APPEARANCES**

Ernest B. Arnold
1502 FREMONT AVENUE
SOUTH PASADENA CA 91030
(626) 799-3115
earnold@mail.bkst.com
For: Pasadena Avenue Monterey Road Committee

Steve Pfahler
BANNAN, GREEN, FRANK & TERZIAN
555 SOUTH FLOWER STREET, SUITE 2700
LOS ANGELES CA 90071
(213) 362-1177
spfahler@bgftlaw.com
For: CITY OF SOUTH PASADENA

Ronald F. Frank
Attorney At Law
BANNAN, GREEN, FRANK & TERZIAN LLP
555 S. FLOWER STREET, SUITE 2700
LOS ANGELES CA 90071
(213) 362-1177
RFrank@bgftlaw.com
For: City of South Pasadena

Michael Ten
CITY OF SOUTH PASADENA
313 CAMINO VERDE
SOUTH PASADENA CA 91030
(323) 259-8954
ten4spcc@earthlink.net
For: City of South Pasadena

Charles R. Martin
LAW OFFICES OF MICHAEL B. MONTGOMERY
2627 MISSION STREET, SUITE 1
SAN MARINO CA 91108-1639
(626) 799-0550
spfahler@bgftlaw.com
For: CITY OF SOUTH PASADENA

James B. Leong
4600 GLENALBYN DRIVE
LOS ANGELES CA 90065
(323) 225-2818
jbleong@pacbell.net
For: Mount Washington Homeowners Alliance

Michael B. Montgomery
Attorney At Law
M.B. MONTGOMERY LAW CORP.
2627 MISSION STREET
SAN MARINO CA 91108
(626) 799-0550
mbmontgomery@hotmail.com
For: PAMRC AND CITY OF SOUTH PASADENA

Martin A. Mattes
Attorney At Law
NOSSAMAN GUTHNER KNOX & ELLIOTT, LLP
50 CALIFORNIA STREET, 34TH FLOOR
SAN FRANCISCO CA 94111
(415) 398-3600
mmattes@nossaman.com
For: Los Angeles County Metropolitan Transportation Authority

Jose E. Guzman, Jr.
Attorney At Law
NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP
50 CALIFORNIA STREET, 34TH FLOOR
SAN FRANCISCO CA 94111
(415) 438-7225
jguzman@nossaman.com
For: L.A. to Pasadena Metro BlueLine Construction Authority

Anthony J. Ruffolo
Attorney At Law
616 MARLIN LANE
CARLSBAD CA 92009
(760) 602-0403
tonyruffo@juno.com
For: PASADENA AVENUE MONTEREY ROAD COMMITTEE

James P. Jones
State Legislative Director
UNITED TRANSPORTATION UNION
CALIF. STATE LEGISLATIVE BOARD
1005 12 STREET, SUITE 4
SACRAMENTO CA 95814
(916) 441-2051
utucscb@mindspring.com

(END OF APPENDIX B)